

**STATE OF IDAHO
DEPARTMENT OF AGRICULTURE
FARM PRODUCE DEALER, BROKER and/or
COMMISSION MERCHANT'S BOND**

Bond No. _____

We, _____, (hereinafter referred to as Principal), having a principal place of business in the city of _____, State of _____, as a Principal, and _____ (hereinafter referred to as Surety) a corporation incorporated pursuant to the laws of the State of _____ and duly authorized to conduct a surety business in the State of Idaho, as surety, are held and firmly bound to the people of the State of Idaho in the penal sum of Fifty Thousand Dollars (\$50,000.00) for which payment we bind ourselves and our legal representatives and successors, jointly and **severally**.

The condition of this obligation is that the principal has applied to the Director of the Department of Agriculture, State of Idaho, for a license entitling principal to conduct the business of dealer, broker and/or commission merchant, as these terms are defined in Section 22-1301, Idaho Code, pursuant to Chapter 13, Title 22, Idaho Code, together with all amendatory and supplementary acts thereof, and regulations made thereunder, and is required to furnish a bond on the terms and conditions set forth in such statute as a condition precedent to the issuance of the aforementioned license.

WHEREFORE, if principal and all his agents and employees faithfully conform to and abide by all the provisions of Chapter 13, Title 22, Idaho Code, together with all amendatory and supplementary acts thereof, now, and hereafter enacted, as well as all regulations promulgated pursuant thereto, and if principal faithfully and honestly performs all obligations and undertakings made pursuant to the provisions of such statute in the conduct of the business of dealer, broker and/or commission merchant by him and by his agents and employees, then this obligation shall be null and void; otherwise, it shall be in full force and effect.

This bond is intended to comply with the requirements of Section 22-1304, Idaho Code, and in accordance with the provisions and requirements of the statute, it is expressly provided that:

1. This bond shall be deemed and construed to apply to all locations within the State of Idaho at which the principal does business as a dealer, broker and/or commission merchant.

2. This bond is, and shall be given effect as, a periodic bond in the amount of Fifty Thousand Dollars (\$50,000.00) for each license, now or hereafter issued to principal, the same as though a separate bond for each such present and future license had been executed, notwithstanding, that this is a continuing bond until cancelled by notice. Nothing herein contained shall be deemed or construed to reduce the aggregate liability hereunder below the aforementioned amount for each such license period or periods; and, cancellation prior to the end of the license period shall not be deemed to work a proration of the aggregate liability hereunder.

3. It is expressly understood and agreed that the liability of the surety hereon to any and all persons shall not exceed the aggregate sum of Fifty Thousand Dollars (\$50,000.00) for each such period.

4. This bond shall be deemed and construed to be continuous in form from the date of its execution below, and, it shall remain in full force and effect unless terminated or cancelled in the manner hereinafter provided.

5. Surety may cancel this bond and be relieved of further liability hereon by giving thirty (30) days written notice, by registered or certified mail, to the Director of the Department of Agriculture, State of Idaho; but, such cancellation shall not effect any liability incurred or accrued hereunder prior to the termination of the notice period.

IN WITNESS WHEREOF, said Principal has hereunto set his hand and seal and said Surety has caused his corporate name to be hereunto subscribed this _____ day of _____, _____.

Resident Agent

Principal

Surety

Attorney-in-Fact

(ACKNOWLEDGEMENT OF SURETY BY ATTORNEY-IN-FACT – On Reserve Side)

ACKNOWLEDGEMENT OF SURETY BY ATTORNEY-IN-FACT

STATE OF _____)
County of _____) ss.

On this _____ day of _____, in the year _____, before me,
_____ a Notary Public in and for the State of _____,
appeared _____ personally known to me (or proved to me on the basis of
satisfactory evidence _____) to be the person whose name(s) is/are subscribed to
the within instrument as the Attorney-in-fact of _____ and acknowledged to me that
he/she/they subscribed the name of said Company thereto as surety, and his/her/their own name as attorney-
in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____
day of _____, _____.

Notary Public
Residing at _____
My commission expires _____

(SEAL)